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**CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT**

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Issued By: GC  
BID NO.: A129-07 GC

Date Issued: September 17, 2007  
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**FORMAL INVITATION FOR BIDS**  
**ANNUAL CONTRACT FOR LPG EQUIPMENT PARTS & SERVICE**

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**Sealed bids in triplicate**, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **OCTOBER 2, 2007**.

The City of San Antonio Purchasing & Contract Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_

Signature of Person Authorized to Sign Bid \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) \_\_\_\_\_

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

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**FOR CITY USE ONLY**

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**AWARD**

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Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

**TERMS AND CONDITIONS OF INVITATION FOR BIDS****READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

**2. PREPARATION OF BIDS**

- (a) Bids will be prepared in accordance with the following:
- (b) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (c) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (d) Alternate bids may be allowed at the sole discretion of the City.
- (e) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

- (f) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### **3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

### **6. SUBMISSION OF BIDS**

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

## **7. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

## **8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

## **9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

## **10. CLARIFICATION TO BID SPECIFICATIONS**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing & Contract Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

## 11. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

## 12. CONTRACT TERMINATION

### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & Contract Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

### TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

### TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

## 13. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the

bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing & Contract Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Purchasing & Contract Services Department.

#### **14. PERFORMANCE DEPOSIT**

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & Contract Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier’s check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & Contract Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director’s sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

## 15. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

## 16. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

## 17. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

## 18. INDEMNITY

- a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

## 19. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request**. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

## 20. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## 21. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

## 22. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & Contract Services Department.

## 23. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & Contract Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

## 24. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no



representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**25. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing and Contract Services Department at (210) 207-7260 and referenced by bid number.

## **SPECIFICATIONS AND GENERAL REQUIREMENTS**

**PERIOD OF CONTRACT:** Contract shall be for the period beginning upon award and terminating on December 31, 2008.

The City of San Antonio reserves the right to extend the contract period for one (1) additional one (1) year period based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor.

**SCOPE:** The City of San Antonio is soliciting bids to furnish repair parts and service for various types of LPG equipment in accordance with the specifications listed herein. This contract shall be primarily utilized by Fleet Operations for the maintenance, repair and upkeep of City-owned liquid propane systems.

### **STANDARD REQUIREMENTS:**

1. When contractor cannot abide by terms and conditions in fulfilling the contract; contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
2. The Annual Contract shall include the following terms and conditions:
  - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
  - c. Bidders' parts and service facilities must be located within Bexar County. Bidders' equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
3. Any materials or parts used in complying with contract are to be equal to or better than original equipment.
4. **REVISION OF MANUFACTURER'S PRICE LIST(S):** The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the published price list(s) may be superseded or replaced during the contract period only if such list(s) is published by the manufacturer for industry wide use. (NOTE: Discounts accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished to and approved by the City before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing & Contract Services Director, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing & Contract Services Director or his/her authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing & Contract Services Director. However, if the City Purchasing & Contract Services Director approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may **NOT** be superseded or replaced during the contract period.

5. Vendor must currently possess a Category "L" license from the Texas Railroad Commission.
6. The successful vendor must be able to furnish a full line of parts for all items included in this bid.
7. Bidders are required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.
8. Bids for parts exceeding the suggested OEM retail price will be rejected.
9. Upon request by the City, bidders shall be required to provide a minimum of one (1) copy of the CD or Price Schedule Catalog for each manufacturer offered for evaluation purposes. Additionally, the successful vendor may be required to provide up to seven (7) additional copies at time of award. It is preferred that the price schedule be provided on compact disc (CD); however, hard copies of the catalogs will be accepted. If there is a revision in pricing during the term of this contract, revised CD's/Price Schedule Catalogs shall be provided.
10. Labor hours will be paid based upon published industry standards where they apply. In areas where such standards have not been published, the City of San Antonio reserves the right to restrict labor hours based on historic experience for like repairs.
11. Charges for outside labor must be supported by a copy of the outside vendors invoice, attached to the bidders invoice submitted to the City for payment. Outside labor will be paid only when all internal resources of the contractor have been expended and when the lack of tooling and expertise to perform a particular task becomes a factor. Outside labor must be approved by the City of San Antonio before work proceeds. Payment will not exceed the amount of the outside vendor's invoice. Outside labor up charges are not acceptable.
12. Upon notification to the City by the vendor that equipment repairs have been completed, documentation of labor and parts used must be available for inspection by the City. Final invoices are preferred at this time, but must be submitted not later than five (5) working days after acceptance inspection.
13. All parts which have been replaced and billed must be available for inspection by the City of San Antonio. Such parts will be picked up at the time of equipment acceptance by the City.

14. All prices to be quoted F.O.B., City of San Antonio designated facility, freight prepaid. Allowances for special freight charges will be acceptable only when expedited delivery is requested and approved by the City of San Antonio.
15. All costs associated with shop supplies, environmental/disposal fees, or any other expenses incurred in fulfilling this contract, are to be included in the bid price.
16. The successful bidder shall, periodically during the term of this contract, allow credit or replace items purchased during the contract period which have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition.
17. DELIVERY: Normal wear items must be delivered within one (1) day after receipt of order; any other related parts must be delivered within five (5) working days. Extension to the above listed schedule may be granted by the City's Fleet Maintenance and Operations Administrator in writing, when it can be substantiated that delays are caused by repair parts supply time, i.e. factory backorders, and that the contractor took prompt action to request parts.
18. Bidders must fill in the requested information pertaining to discount, price list, etc. VENDOR must provide price list which, along with the discount quoted, will be used to complete a full range of items.
19. All equipment and vehicle repairs must be completed and returned to the City Of San Antonio within (10) calendar days after receipt. The City's Fleet Maintenance and Operations Department must approve any repairs exceeding ten (10) calendar days. Request for extension must be requested in writing with justification detailing late delivery no later than the close of business of the 8<sup>th</sup> calendar day.
20. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

#### **INSURANCE REQUIREMENTS:**

- A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing & Contract Services Department, which shall be clearly labeled "LPG EQUIPMENT PARTS & SERVICES" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Purchasing & Contract Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court

decisions, or circumstances surrounding this contract. In no instance will City allow modification whereupon City may incur increased risk.

- C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

- D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio

Attn: Purchasing & Contract Services Department

P.O. Box 839966

San Antonio, Texas 78283-3966

- E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a Waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- G) If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.
- I) It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## PRICE SCHEDULE

### ITEM 1 - IMPCO PARTS

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_

### ITEM 2 – WOODWARD (NOLFFS) PARTS

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_

### ITEM 3 – CEADEUX PARTS

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_

**ITEM 4 – REGO PARTS**

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_

**ITEM 5 – FISHER PARTS**

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_

**ITEM 6 – SHERWOOD PARTS**

1. Percent of Discount Offered: \_\_\_\_\_ %
2. Product Identification (Mfr.): \_\_\_\_\_
3. Type Price Schedule (dealer, jobber, etc...): \_\_\_\_\_
4. Price Schedule Number: \_\_\_\_\_
5. Date of Price Schedule: \_\_\_\_\_
6. Price Schedule Column on Which Discount Is Based:  
(i.e., distributor, net, wholesale) \_\_\_\_\_



**ITEM 7 - LABOR AND SERVICE**

1. Labor Rate for Service \$\_\_\_\_\_ **per Hour**
2. Delivery of parts will be made within \_\_\_\_\_ calendar days after receipt of order.  
Note: Delivery of goods must not exceed five (5) working days.
3. Delivery of service will be made within \_\_\_\_\_ calendar days after receipt of equipment.
4. Days of Operation: \_\_\_\_\_
5. Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

**Statement:**

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "ANNUAL CONTRACT FOR LPG EQUIPMENT PARTS & SERVICES  
BIDS TO BE OPENED: 2:00 P.M., OCTOBER 2, 2007  
BID NO. A129-07 GC

**REMARKS:**

## **City of San Antonio Purchasing and Contract Services**

### **Formal Tabulations and Awards by Solicitation Number**

The Purchasing Division will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at [www.sanantonio.gov](http://www.sanantonio.gov) and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.